

**Office of Public Health
Bioterrorism Preparedness and
Emergency Response Program**

**Emergency Response Exercises
Request for Proposals**

I. REQUEST FOR PROPOSAL

A. Introduction

After the events of 9-11-01, public health agencies throughout the United States were tasked by the federal Center for Disease Control to be the lead in planning an effective, coordinated public health response in the event of a large scale weapon of mass destruction terrorist attack, technological or natural disaster. These events may be incidents involving chemical or biological weapons, blast, technological accident or natural disaster where by large populations would require rapid receipt of administration of vaccines, prophylactic medications or medical supplies. Louisiana Department of Health and Hospitals, Office of Public Health Bioterrorism Preparedness and Emergency Response Program is the lead agency coordinating these efforts in Louisiana.

In order to educate public health staff, other agency staff and volunteers on their responsibilities when responding to an emergent event, identify vulnerabilities and demonstrate proficiency in regional and state response procedures, the Office of Public Health Bioterrorism Preparedness and Emergency Response Program is seeking proposals from qualified emergency response consultants to assist in the planning, execution, and evaluation of tabletop exercises and full scale drills to take place within each of the 9 OPH regions in the Office of Public Health during a two year period.

B. Background

The Louisiana Department of Health and Hospitals (DHH), Office of Public Health (OPH) has worked at the state, regional, and local level to define a strategic plan that will significantly enhance the capacity of the Louisiana Public Health infrastructure. OPH has extended partnerships and working relationships to entities such as the Louisiana Office of Homeland Security and Emergency Preparedness, Louisiana State Police, Louisiana National Guard and the Louisiana health care community.

Through a 5 year Cooperative Program with the national Centers for Disease Control, the OPH Bioterrorism Preparedness and Emergency Response Program directs Louisiana efforts in building an integrated network of health care, laboratory and emergency response capacities that enables and empowers the Louisiana public health infrastructure to rapidly identify and counter a bioterrorist incident or other emergent health threat. OPH is divided into 9 regions throughout the state. The Bioterrorism Preparedness and Emergency Response Program coordinates and guides the regions in their local and state bioterrorism activities. Public Health Emergency Response Coordinators, epidemiologists and disease surveillance specialists have been placed in all regions. In addition, specialized Incident Response Teams (IRT) have been established on state and regional levels. The IRT is a specialized response unit that can be rapidly mobilized to assess and evaluate the potential for adverse health outcomes to

the public during large scale catastrophic events. Team members are trained in the prevention, identification, investigation, mitigation and interdiction of infectious and communicable diseases and environmental hazards which threaten or have direct impact on the public. OPH Emergency Response staff on state and regional levels, working in collaboration with other support agency personnel, are in the process of drafting or finalizing state and local operations procedures for responding to biological or chemical terrorist events as well as natural disasters. These procedures must be reviewed, exercised and evaluated on all levels to determine proficiency and identify vulnerabilities.

C. Purpose of RFP

In order to comply with federal CDC grant funding, the OPH Bioterrorism Program is required to validate written plans and procedures by conducting drills and exercises in all regions of the state. The purpose of this RFP is to solicit proposals from qualified emergency response training and exercise consultants to assist with development, execution and evaluation of public health emergency response exercises. The exercises will aid in improving planning, coordination and implementation of OPH resources in its response to a public health threat or emergency. The exercises will identify vulnerabilities and determine solutions to ensure state and local readiness, interagency collaboration, and preparedness for bioterrorism, other outbreaks of infectious disease and other public health threats and emergencies. In addition, the exercises will be used as a training tool to educate public health staff, other agency staff, and volunteers in their responsibilities in an emergency.

D. Invitation to Propose

OPH is inviting potential qualified emergency response training and exercise consultants to submit proposals to provide consulting services in the development, execution and evaluation of planning workshops, tabletop exercises and full scale drills in accordance to the specifications and conditions set forth herein.

Contractor will perform a total of 36 events: develop and facilitate a planning workshop in each of the 9 OPH regions and develop, facilitate and evaluate 2 emergency response tabletop exercises and a full scale drill in each of the 9 OPH regions in the state, facilitate after action discussion "hotwash" after each of the exercises and full scale drills, and provide after action reports after each event. The duration of this project will be for approximately 2 years starting on or near August 23, 2004. The first year will focus on planning workshops and internal tabletop exercises in each Region. The second year will focus on the development of one external table top and one external full scale drill to be conducted in that year for each region. Sites for exercises and drills will be secured by OPH.

E. Definitions

Tabletop Exercise: Structured meeting of emergency response personnel conducive to promoting discussion, addressing issues and evaluating procedures of emergency response activities and roles wherein a chronological scenario is introduced by a facilitator with each participant verbally playing out his/her role and function as it pertains to the events in the scenario.

Full Scale Drill: A means of thoroughly instructing personnel, evaluating procedures and addressing issues of emergency response activities and roles wherein a scenario of chronological events is introduced by facilitators with emergency response personnel participants enacting their functions or roles in the series of events as if a real event was occurring.

Hotwash: A review between exercise facilitators, evaluators and participants held after an exercise to discuss key findings. Utilized in preparing the After Action Report.

After Action Report (AAR): Report completed after a performance exercise or drill comparing actual results of the response with the intended outcome. It gives an overview of the event, highlights response issues observed or discussed, identifies lessons learned and recommends corrective action. This report serves as a basis for determining future training and exercises.

F. Schedule of Events

(OPH reserves the right to deviate from this schedule of events)

Activity	Tentative Schedule
Public Notice of RFP	May 29, 2004
Pre-Proposal conference*	June 9, 2004
Deadline to Receive Written Questions	June 11, 2004
Response to Proposer's Questions	June 18, 2004
Deadline for Receipt of Proposals	July 9, 2004 @ 4:00 PM, CDT
Proposal Review Committee Meets to Evaluate Proposals	July 14, 2004
Contractor Announced, Unsuccessful Bidders Notified by Mail	July 23, 2004
Contract Negotiations Begin	July 26, 2004
Contract Begins	August 23, 2004

*Pre-proposal conference will be held at 1:00pm, CDT on Friday, June 9, 2004 at the Bioterrorism Program offices located at 8919 World Ministry Ave, Suite B, Baton Rouge, LA. Participation is not mandatory, but is encouraged. Questions will be taken during the conference and all questions and answers will be posted through a link to "Current RFP's" on the OPH website (www.oph.dhh.state.la.us). The list of questions and answers will be posted by June 18, 2004.

G. Ownership of RFP

All proposals become the property of OPH and will not be returned to proposer. The State of Louisiana shall have the right to use all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once an award is made, all proposals will become subject to the Louisiana Public Record Law.

H. Project Overview

1. Objectives/Scope of Services/ Deliverables

The contractor's responsibilities under this contract, through the development of regional tabletop exercises and full scale drills, is to meet the following program objectives in planning, exercising and evaluating local plans in response to an outbreak event including, but not limited to:

- Exercising surveillance and epidemiological investigations.
- Notification of Public Health staff.

- Streamlining communication lines with first responders and hospitals.
- Interfacing between OPH Regional and State Emergency Operations Centers, local and state Office of Homeland Security and Emergency Preparedness offices, hospitals and local responders.
- Exercising media risk communications.
- Activation of mass dispensing sites.
- Processing patients at dispensing sites.
- Volunteer medical and non-medical roles in dispensing sites.
- Training of staff and volunteers.
- Assuring appropriate security measures have been addressed at sites.
- Developing and exercising mental health services protocols for patients and staff during an event.

Phase 1 Deliverables

Completion date: July 31, 2005

Planning Workshops with Key Response Staff In Each of the 9 OPH Regions.

Contractor will facilitate a 1 day (8 hour) workshop with key OPH regional staff to develop a formal needs assessment to determine response capacity in each region. The workshop will include the discussion and review of existing Public Health Emergency Response regional plans and a review of prior year After Action Reports (AAR). These reports will be made available to contractor for review before each workshop. Weaknesses in existing plans and past AAR will be identified and facilitator will provide a report with recommendations to assist regional staff in working through issues. Contractor will utilize information obtained from this regional planning workshop to develop an internal tabletop scenario that best addresses response issues in each region. The planning workshop will be at a location secured by OPH with no more than 20 regional and state OPH staff in attendance and one Health Resources Services Administration (HRSA) representative.

- a. The contractor will provide an experienced team of consultants to attend workshops and assist in the development and production of learning tools to support the planning process in the workshops. It is recommended that contractor's workshop team consists of at least 3 experienced consultants.
- b. Contractor will submit by mail to OPH Bioterrorism Preparedness and Emergency Response Headquarters and regional staff within a month of each planning workshop, a booklet documenting highlights of workshop discussion and a review of existing plans and past AAR's. It should include the contractor's recommendations and an action plan that describes steps each region can take to accomplish a more coordinated and effective response to an event. The action plan should include recommendations for improving response procedures, training and equipment needs of staff and volunteers, and agency or interagency

communications on local and state level. The plan should include suggestions, goals and objectives that will stimulate discussion of issues in the regional tabletop exercises and validate the appropriate response in the full scale drills.

Internal Tabletop Exercise In Each of the 9 OPH Regions

Contractor is to develop, facilitate and conduct a one day (8 hour) OPH internal tabletop exercise and “hotwash” in each of the 9 regions. In addition to the OPH staff, the Regional and State OHSEP (Office of Homeland Security and Emergency Preparedness) and Regional HRSA Coordinators are to be included in exercise. Expected participants in attendance should be approximately 50 personnel including Regional and State Staff.

- a. Contractor will develop exercises for each region that specifically address issues identified in previous AAR's and the planning workshops.
- b. Contractor will base all scenarios on an “All Hazards” approach and will base all incidents on the release of one of the six primary BT Agents - Anthrax, Botulism, Ricin, Smallpox, Plague or Tularemia.
- c. Contractor will provide drill scenario drafts at least one month prior to the individual regional drill for review of disease capabilities by OPH epidemiological specialists.
- d. Contractor will develop a professionally printed situation manual for each exercise player, facilitator, and evaluator. The manual will consist of at least the following: table of contents, agenda, objectives, acronyms, scenario, demographics, and information on agent and patient /casualty assessment. Documents for the drill will be provided to regional planning team for review before drill and will incorporate changes identified. Manual will be printed, placed in a binder and shipped to the regional point of contact at least 5 days in advance before each exercise.
- e. Contractor will provide a team of experienced consultants to assist with the facilitation of each regional internal tabletop. It is recommended that contractor's team consists of no less than 6 experienced consultants to assist with facilitation of each internal tabletop exercise.
- f. Contractor will develop an exercise evaluation plan that provides the evaluation team with guidance and instructions on the evaluation or observation methodology to be used, and materials required in executing their specific functions.
- g. Contractor will submit by mail to OPH Bioterrorism and Emergency Response Headquarters and regional staff a preliminary AAR within one month of each of the 9 table tops.
- h. Contractor will provide a completed AAR with recommendations and action plan for statewide capabilities within three months of completion of the final regional table top.

Phase 2 Deliverables

Completion date July 31, 2006

External Tabletop Exercise In Each of the 9 OPH Regions

- a. Contractor will provide a team of experienced consultants to develop, and facilitate drill and “hotwash” and evaluate a one day (8 hour) all inclusive external tabletop exercise for OPH and external partners including local and State OHSEP, (HRSA) Regional Designated Hospital Coordinators, hospitals, EMS, law enforcement, volunteers and other field personnel needed to meet objectives. Drill scenarios utilized in year one will be extended to include all external partners in regions. In most regions approximately 125 participants are expected to attend external tabletop exercise. Number attending may be larger in New Orleans and Baton Rouge.
- b. Contractor will provide experienced consultants to attend regional external tabletop planning meetings. It is recommended that the contractor’s team for planning meetings consists of no less than 3 consultants. Contractors should prepare for 2 on-site planning meetings per region.
- c. Contractor will provide experienced consultants to facilitate and evaluate regional external tabletop exercises. It is recommended that contractor’s team consists of no less than 8 experienced consultants to assist with facilitation of each external tabletop exercise.
- d. Contractor will prepare and provide a professionally printed situation manual to all persons in attendance at tabletops. The manual will consist of at least the following: table of contents, agenda, objectives, acronyms, scenario, demographics, and information on agent and patient /casualty assessment. A draft of all documents created for the exercise will be provided to regional planning teams for review before final printing of exercise. Manual will be printed, placed in a binder and shipped to the regional point of contact at least 5 days in advance before each exercise.
- e. Contractor will develop an exercise evaluation plan that provides the evaluation team with guidance and instructions on the evaluation or observation methodology to be used, and materials required in executing their specific functions.
- f. Contractor will provide to regional staff within one month of completion of each regional drill, an initial AAR for that region.
- g. Contractor will provide within three months of completion of the final regional tabletop exercise, a completed AAR with recommendations and action plan for statewide capabilities.

External Full Scale Regional Drill In Each Of The 9 OPH Regions Utilizing External Tabletop Scenario

- a. Contractor will provide consultants to develop and facilitate exercise, including “hotwash”, and evaluate a one day (8 hour) full scale exercise that includes regional external partners participating in external tabletop exercises.
 - b. Contractor will provide experienced consultants to attend full scale drill planning meetings with OPH regional office key planners and external agency representatives. It is recommended that contractor’s team attending planning meetings consists of no less than 3 consultants. Contractors should prepare to attend a minimum of 2 on-site planning meetings per region prior to exercise.
 - c. Contractor will provide experienced consultants to assist at multiple locations with the facilitation and evaluation of each full scale drill. Locations will be determined during planning meetings. It is recommended that team consists of no less than 10 experienced consultants to assist with facilitation of each full scale drill.
 - d. Contractor will provide a professionally printed situation manual that can be used as a learning tool to observers and participants in the drill. The manual will consist of at least the following: table of contents, agenda, objectives, acronyms, scenario, demographics, and information on agent and patient /casualty assessment.
 - e. Contractor will develop a control plan, exercise plan, facilitator’s handbook, evaluation plan, and a master sequence of event list (MSEL) for each full scale exercise facilitator and evaluator. A draft of all documents created for the exercise will be provided to regional planning teams for review before final printing of exercise. Manual will be printed, placed in binder, and shipped to regional point of contact at least 5 days in advance before each exercise.
 - f. Contractor will provide to regional staff an initial AAR for that region within one month of completion of each regional drill.
 - g. Contractor will provide, within three months of completion of the final regional tabletop, a completed AAR with recommendations for training and improvement on a state perspective as well as listing individual regional opportunities as presented throughout the course of the two year contract.
2. Resources Available to Contractor
- The Office of Public Health will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will be available to schedule meetings to discuss progress of activities and problems encountered while fulfilling deliverables of contract.

All work performed will be under the direct supervision of:
Jerry Monier (or OPH Designee)
Strategic Programs Director
Bioterrorism Preparedness and Emergency Response

3. Term of Contract

The contract shall commence on or about the date approximated in the Schedule of Events. OPH reserves the right to renew or extend the contract for one additional 12 month period, but is under no obligation to do so. Under no circumstances shall the total contract period exceed 36 months. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for the year, or for any lawful purpose, and the effect of such reduction is to provide sufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated.

4. Payment

Contractor will be paid only upon completion of each deliverable and submission of After Action Report and approved itemized invoice for each Workshop, Internal Tabletop Exercise, External Tabletop Exercise and Full Scale Drill approved by Janet Merritt (or her successor), Program Manager. Approved invoices will be paid to the contractor no later than 45 calendar days after the state receives any properly executed invoice. Contract Year 1 deliverables must be completed and payment invoices submitted in Year 1. Contract Year 2 deliverables must be completed and payment invoices submitted in Contract Year 2.

5. Travel Expenses

Contractor must anticipate, and include in proposal, travel expenses for all sessions (including preliminary planning meetings) and include as part of the total maximum amount proposed. Contractor should submit all travel expenses anticipated as part of the total proposal cost to be submitted. Travel expenses will not be reimbursed under the contract.

Contractor should anticipate the following travel for the 1st year of the contract, to be completed before July 2005:

9-One day workshops in each of the 9 regions for planning workshops
9-One day internal tabletop exercises in each of the 9 regions

Contractor should anticipate the following travel for the 2nd year of the contract, to be completed before July 2006:

9-One day external tabletop exercises in each of the 9 regions
9-One day full scale drill in each of the 9 regions

Regional administration offices are located in the cities listed below. The events for each region will be held within the geographic center for each region. Please see Attachment A for geographical map of regional areas.

Region 1: New Orleans

Region 2: Baton Rouge

Region 3: Thibodeaux

Region 4: Lafayette

Region 5: Lake Charles

Region 6: Alexandria

Region 7: Shreveport

Region 8: Monroe

Region 9: Mandeville

6. Confidentiality

Contractor will keep confidential all Homeland Security sensitive information obtained during the execution of contract. Contractor agrees to label all documents received in the development, implementation, or after action of this contract for services as HOMELAND SECURITY SENSITIVE DOCUMENT, and shall maintain strict confidentiality and control over said documents. Information shall be limited distribution only within the Contractor's firm, with said distribution being prior approved by the Office of Public Health-Bioterrorism Preparedness and Emergency Response Section. Dissemination of this information by the contractor outside of the Contractor Working Group and the Office of Public Health will not be allowed.

II. PROPOSALS

A. Proposal Preparation

This section outlines proposal provisions that determine compliance of each Proposer's response to the RFP. Failure to comply with any requirement may result in the rejection of the proposal. DHH/OPH shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal must describe the background and capabilities of the proposer, give details on how the services will be provided, and include a proposed budget. It should also include information that will assist the state in determining the level of quality and timelines that may be expected. Work samples of previous projects must be included as part of the proposal. The successful proposer must work closely and cooperatively with the OPH, Bioterrorism Preparedness and Emergency Response Program.

1. An Item-by-item response to the Request for Proposals is required.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's plan to satisfy the requirements of the RFP.
3. Proposal Outline (proposals should follow the outline as follows)
 - a. Introduction
 - b. Understanding of Project Scope/Work Plan
 - c. Relevant Corporate Experience
 - d. Personnel Qualifications
 - e. Relevant Experience
 - f. Cost and Pricing Analysis
 - g. Administrative Data
 - h. Corporate Financial Condition
 - i. Performance Bond
 - j. Alternative to Performance Bond
 - k. Assignments
 - l. Additional Information
 - m. Warranty Against Cost Disclosure and Broker Fees
 - n. Location of Active Office with Full Time Personnel
4. Content of Proposal Outline Listed Above
 - a. Introduction

This section should contain summary information about the proposer's organization and experience in Weapons of Mass Destruction exercises.

- b. Understanding of Project Scope, Needs, and Objectives / Work Plan
This section should state proposer's knowledge and understanding of the needs and objectives of the Office of Public Health Bioterrorism Preparedness and Emergency Response Program as related to the scope of this RFP.

The work plan should include a detailed breakdown of each one of the 36 Events - 9 Planning Workshops and 9 Internal Tabletop Exercises and after action reports to be completed in Contract Year 1 and 9 External Tabletop Exercises and 9 Full Scale Drills and after action reports to be completed in Contract Year 2.

Breakdown of each event should include:

- i. All work to be performed for each event.
- ii. Number of consultant staff utilized in each event and man hours needed for planning, attending planning meetings and evaluation.
- iii. Number of consultant staff utilized for facilitation of event and their expertise and contribution to event.
- iv. Number of consultant staff traveling to location for planning committee meetings and on day of each event.
- v. Examples of scenarios and participant handbook.
- vi. Assessment of relative difficulty for each task.
- vii. Identification of all assumptions or constraints on task.
- viii. Estimates of time involved in completion of subtasks.
- ix. Identification of critical tasks.

Any information required of proposer will also be required of any subcontractor that is utilized.

- c. Relevant Corporate Experience

The purpose of this item is to evaluate the relevant experience, resources, and qualifications of the proposer. The proposer should have technical and financial resources for performance or have the ability to obtain such resources as required. The proposer should have necessary experience, organization and technical skill, or have ability to obtain such to provide required services proposed. In this section the proposer should provide an organizational chart displaying company's overall structure. Proposers should include the number and a description, giving inclusive dates, of similar projects successfully completed. Proposers should provide copies of scenarios and after action reports of exercises. It should include reference contacts with name, agency and contact information.

d. Personnel Qualifications

The purpose of this item is to identify and evaluate the qualifications of key personnel to be assigned to the project. The proposal should include personnel resumes of those assigned to project and a summary of qualifications and relevant experience.

Exercise Facilitators, Evaluators, and Controllers must have broad functional qualifications (Fire/EMS/Medical/Hospital/Public Health/Law Enforcement/ Emergency Management) - especially in weapons of mass destruction.

e. Relevant Experience

Proposer should have 3 to 5 years of sustained emergency preparedness experience in developing, executing and evaluating chemical, biological, radiation, nuclear and/or explosive weapons of mass destruction exercises. Experience should be within the last 2 years.

Proposer should have documented experience from the last 2 years in the design and development of scenarios and execution of tabletops and full scale drills for public health officials in state and local jurisdictions. Provide copies of drill scenarios or after action reports for documentation.

f. Cost and Pricing Analysis

Proposer must specify costs for performance of tasks and methodologies of payment. Proposal must include a breakdown of all anticipated costs of successful implementation of all deliverables outlined.

Proposer must furnish an item by item breakdown of cost per event, including after action report.

The breakdown must include projected number of man hours needed to accomplish each deliverable, overhead costs, personnel's meals and travel expenses, printing expenses for handouts and players booklets, after action reports, materials and any other expenses necessary to complete the work.

While price is always a consideration, the proposal selection will be based on the evaluation all criteria as provided in this RFP.

g. Administrative Data

The proposal should include the following administrative data:

- I. Name and address for purpose of issuing checks and/or drafts;
- II. Name and address of principal officer;
- III. If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
- IV. If the proposer was engaged by DHH/OPH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement;
- V. Proposer's federal tax identification numbers.

Upon award of contract, winning contractor must provide necessary business documents as required by the Office of the Secretary of the State of Louisiana.

h. Corporate Financial Condition

Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

i. Performance Bond

The Department shall require the contractor within ten days of negotiation and signing of the Contract, to procure, submit, and maintain a Performance Bond in the amount of 10% of the total contract amount. Or in lieu of a Performance Bond, the contractor may submit an irrevocable letter of credit for 10% of the contract amount. The proposer should provide a guarantee in its proposal that if it is awarded the contract, it shall comply with Performance Bond requirements.

j. Alternative Performance Bond

As an alternative to a performance bond or letter of credit requirement in i. above, the Department, at the request of the contractor, and acceptance by the Department, may secure a retainage of 10% from all billings under the contract as surety for performance. This retainage will be released at the end of the contract period.

k. Assignments

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the

experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.

I. Additional Information

Proposers may be required by DHH to provide additional clarifying information concerning proposals.

m. Warranties

The following 2 items must be included in the proposal:

Warranty Against Cost Disclosure: The proposer shall warrant that it has not discussed or disclosed price or cost data with DHH prior to the opening of the proposal and that all price and/or cost data have been arrived at independently without consultation, communication or agreement with any competitor.

Warranty Against Broker's Fees: The proposer shall warrant that it has not employed any company or person other than a bona fide employee working solely for the proposer or a company regularly employed as its marketing agent to solicit or secure the contract. The proposer shall also warrant that it has not paid or agreed to pay any company or person other than the bona fide employee working solely for the proposer as its marketing agent any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the contract.

n. Location of Active Office with Full Time Personnel

The proposal should include all Louisiana office locations (address) with full time personnel.

5. Submittal of Proposal

Each Proposer shall submit one (1) signed original response and 10 additional copies to the below address by July 9, 2004 at 4:00 PM, CDT. Proposals received after the deadline will not be considered.

Mailing address:

Ms. Rhonda Menard

Office of Public Health

Bioterrorism Preparedness and Emergency Response Program

6867 Bluebonnet Blvd

Baton Rouge, La 70810

Proposals may also be delivered by July 9, 2004 at 4:00 PM, CDT by hand or delivered by courier service to our physical location at:

Office of Public Health
Bioterrorism Preparedness and Emergency Response Program
8919 World Ministry Dr. Suite B
Baton Rouge, La. 70810

Proposer is solely responsible for the timely delivery of its proposal. Proposals received after the deadline will not be considered.

B. Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by a Proposal Review Committee. Members of the Proposal Review Committee shall be appointed by the Bioterrorism Preparedness and Emergency Response Director. Written recommendation for award shall be made to the Assistant Secretary of OPH. All Proposers will be notified, in writing, of the successful contract award.

Scoring will be based on a possible total of 100 points. Each evaluator will score each proposal and the proposal with the highest combined total score will be recommended for award.

The following criteria will be used to evaluate proposals:

1. Understanding of scope of work and ability to meet the needs of the Bioterrorism Preparedness and Emergency Response Program.
2. Project Cost
Cost evaluation will be based on the following formula on a cost point total of 25 points:

 $CPS = (LPC/PC) * 25$
CPS= Cost Proposal Score for Proposer
LPS= Lowest Proposal Cost of all Proposers
PC = Proposer's Cost
3. Technical Proposal/Plan for Project Execution: The practicality of the execution of each stage or deliverable of the project will be examined. The proposer is to provide a strategic overview.
4. Prior Experience and Qualifications: The proposer's experience in planning and facilitation of emergency response drills.
5. Qualifications of Personnel and Other Resources: The proposed staffing will be judged on the skills and experience of the management, support, and payment / accountability systems as related to the project, availability

of local and non local consultants, the experience levels of the candidates in developing the elements proposed in the RFP as well as potential elements to be developed in the near future.

6. Financial Stability: The organizations financial solvency will be evaluated assuring the proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance of the contract will be given special emphasis.
7. Location of Active Office with Full Time Personnel: Proposers with an active office with full time personnel based in Louisiana.

Evaluation Criteria

The criteria and their assigned weights are:

Criteria	Points
Understanding of Scope of Work	20
Project Cost	25
Technical Proposal/Plan for Project Execution	25
Prior Experience/Qualification of Personnel/Resources	25
Financial Stability	5
TOTAL	100

The state will award the contract to the proposer with the highest graded proposal. All proposers will be notified of the successful contract award.

C. Other Logistics

1. Proposal Cost
All costs of the proposal shall be assumed by the proposer.
2. Communication and Correspondence pertaining to the RFP: All inquiries concerning the RFP shall be submitted to:

Rhonda Menard, Assistant Grants Manager
Department of Health and Hospitals
Office of Public Health
Bioterrorism Preparedness and Emergency Response
6867 Bluebonnet Blvd
Baton Rouge, La 70810
Phone (225) 763-3535
FAX (225) 763-5727
Email address: rmenard2@dhh.la.gov

- a. All questions must be submitted in writing by the date specified in the schedule of events. A copy of all questions and answers will be sent to all proposers.
 - b. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarifications from the Department liaisons shall be binding.
 - c. For deadline for receipt of proposals please refer to Schedule of Events
 - d. Proposer shall guarantee that the entire proposal submitted shall become a contractual obligation and valid if contract is awarded to the proposer.
 - e. In the event it becomes necessary to revise any portion of the RFP for any reason, OPH Bioterrorism Program shall distribute addenda, supplements and/or amendments by certified mail to all potential proposers known to have received the RFP.
3. Contact after Solicitation Deadline – Only Rhonda Menard has the authority to officially respond to proposer's questions on behalf of the State. Any communications from other individuals are not binding to the State.
4. Rejection and Cancellation – Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. DHH and the State of Louisiana reserve the right to reject proposals received in response to this solicitation.
5. Completeness of Information- Failure to furnish adequate information specifically required in this solicitation may disqualify a proposal.

6. Confidentiality-Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

However, the State reserves the right to make any proposal, including proprietary information contained therein, available to Department of Health and Hospitals personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

7. Award Without Discussion – The Secretary of DHH reserves the right to make an award without presentations by potential proposer or further discussion of proposals received.

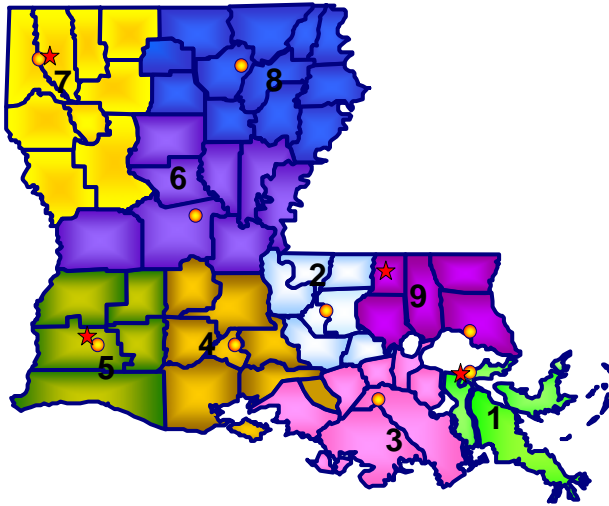
D. CONTRACTUAL TERMS

1. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal.
2. Mutual Obligations and Responsibilities:
The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the following provisions will not be altered. DHH will include the following provisions in the contract, most of which are found in Form CF-1. (See Attachment B)

Attachments:

- A: OPH Regional Map
- B: DHH CF-1 Form

OFFICE OF PUBLIC HEALTH REGIONS



Region 1 –
New Orleans

Region 2 –
Baton Rouge

Region 3 –
Thibodaux

Region 4 –
Lafayette

Region 5 –
Lake Charles

Region 6 –
Alexandria

Region 7-
Shreveport

Region 8 –
Monroe

Region 9 -
Mandeville

Attachment B

DHH - CF - 1
Revised 10/30/02
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AGREEMENT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS
Office of Public Health

AND

FOR

☐ Personal Services ☐ Professional Services ☐ Consulting Services ☐ Social Services

1) Contractor (Legal Name if Corporation)	5) Federal Employer Tax ID# or Social Security # (11 digits)
2) Street Address	6) Parish(es) Served
City and State	7) License or Certification #
3) Telephone Number	8) Contractor Status
4) Mailing Address (if different)	Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No
City and State	Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No
	For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No
	Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No
	8a) CFDA#(Federal Grant #)

9) Brief Description Of Services To Be Provided:

Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

10) Effective Date	11) Termination Date
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12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) Maximum Contract Amount**14) Terms of Payment**

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	Name	
	Title	Phone Number

15) Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):

During the performance of this agreement, the Contractor hereby agrees to the following terms and conditions:

1. Contractor hereby agrees to adhere to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, sexual orientation, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. The State Legislative Auditor, Office of the Governor, Division of Administration Auditors and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. All audit fees and other costs associated with the audit shall be paid entirely by the Contractor. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four **(4) copies** of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one **(1) copy** of the audit shall be sent to the **originating DHH Office**.

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department. If Medicare reimbursable, these shall be made available to the Secretary, U.S. DHHS and the U.S. Comptroller General, and their representatives to certify the nature and extent of costs of services, as provided at Section 2440.4 of the Provider Reimbursement Manual (HIM 15-1).
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the State.

6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this agreement shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for social security and withholding taxes, contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to workers compensation and liability insurance.
7. In consideration for goods delivered or services performed, the Department shall make all checks payable to the contractor in the amounts and intervals as expressed or specified in the agreement. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations and are specified under "Special Provisions." The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses. When applicable, the amounts may be stated by category and then as a comprehensive total.
8. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition of matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
9. Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
10. Upon completion of this contract or if terminated earlier, all records, reports, work sheets or any other materials related to this contract shall become the property of the Department.
11. Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of the Department (which approval shall be attached to the original agreement). Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this agreement, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this agreement; and provided, further, however that no provisions of this clause and no such approval by the Department or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Department beyond those specifically set forth herein. Further provided that no subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor.
12. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this agreement, shall be allowed by the Department. This contract is not effective until approved by the required authorities of the Department and if contract exceeds \$20,000, the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502. It is the responsibility of Contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.
13. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous agreements are not allowable, the Department shall

have the right to set off and withhold said amounts from any amount due the Contractor under this agreement for costs that are allowable.

14. This agreement is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until agreement has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

15. Any amendment to this agreement shall not be valid until it has been executed by the Undersecretary or Assistant Secretary or other designated authority of the Office which is a party to the contract, and the Contractor and approved by required authority of the Department; and; if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration. Budget revisions in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
16. Any contract disputes will be interpreted under applicable Louisiana laws in Louisiana administrative tribunals or district courts as appropriate.
17. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. **This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.**
18. Contractor agrees that purchase of equipment under the terms of this agreement shall require prior approval of the Department and shall conform to bid and inventory requirements as set forth in the Property Control Manual for Contracting Agencies and which comply with the Louisiana Procurement Code and property control regulations.

Any equipment purchased under this agreement remains the property of the Contractor for the period of this agreement and future continuing agreements for the provision of the same services. For the purpose of this agreement, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$250.00 or more. The contractor has the responsibility to submit to the Program Office Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor agrees that upon termination of contracted services, the equipment purchased under this agreement reverts to the State. Contractor agrees to deliver any such equipment to the State.

19. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients,

including premises liability and including any claim based on any theory of strict liability. **This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premise liability when the services are being performed on premises owned and operated by DHH.**

20. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
21. Contractor agrees that the current contract supersedes all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED AND ENTERED INTO ON THE DATE INDICATED BELOW.

CONTRACTOR

CONTRACTOR

SIGNATURE

DATE

NAME

TITLE

(Name of Regional Office, Facility)

SIGNATURE

DATE

NAME

TITLE

**STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND
HOSPITALS**

Frederick P. Cerise, M.D., M.P.H.

DATE

(OFFICE NAME)

SIGNATURE

DATE

NAME

TITLE

Assistant Secretary